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MARITAL SETTLEMENT AGREEMENT/ADDENDUM TO JUDGMENT

The parties were married on _____ and were separated on _____.

CUSTODY/VISITATION

(Check one)

- ☐ There are no minor child/ren of the marriage.
- ☐ Primary and secondary physical custody of the minor child/ren shall be as follows:

Child's Name:	Birth Date:	Legal Custody to:	Primary Physical Custody to:

The other parent shall have the following secondary physical custody rights:

- ☐ Reasonable right of visitation as agreed between the parties.
- ☐ As contained in the Recommendation and Order After Mediation, consisting of _____ pages, which was filed on _____ and which is reproduced in its entirety herein.
- ☐ Other:

PURSUANT TO FAMILY CODE SECTION 3048 (A)

- (1) This Court exercises jurisdiction under Family Code Sections 3421-3424.
- (2) Notice and opportunity to be heard were given under Family Code Section 3425.
- (3) A clear description of the custody and visitation rights of each party is set forth herein.
- (4) Violation of the order may subject the party in violation to civil or criminal penalties, or both.
- (5) The habitual residence of the child/ren is the United States of America.

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CHILD SUPPORT

☐ **CHILD SUPPORT PAYMENTS.** ☐ Father ☐ Mother shall pay to the other party as and for child support the sum of \$ _____ per month, due one-half on the first and one-half on the fifteenth day of each month commencing _____. The duty of support continues until each child: has attained the age of 18 years and is no longer a full-time high school student, attains the age of 19 years, dies, marries, is emancipated, written agreement of the parties or further order of the court whichever first occurs. Support shall be allocated between the minor children as follows:

\$ _____ for the support of the oldest child;

\$ _____ for the support of the second child;

\$ _____ for the support of the third child;

\$ _____ for the support of the fourth child.

☐ **RESERVED.** The issue of child support is reserved for later determination upon noticed motion.

☐ **RESERVED.** The Department of Child Support Services is collecting support for these children, so the court shall reserve Jurisdiction.

☐ **GUIDELINE CHILD SUPPORT FINDINGS.**

☐ Net monthly disposable incomes are as follows: Father's \$ _____; Mother's \$ _____.

Percentage of time each parent has primary responsibility for the children: Mother: ____ %

Father ____ %. ☐ Father is experiencing a statutory hardship of \$ _____ per month.

☐ Mother is experiencing a statutory hardship of \$ _____ per month.

The amount of child support payable by ☐ Father ☐ Mother as calculated under the guideline is \$ _____ per month.

☐ **WE AGREE TO NON-GUIDELINE CHILD SUPPORT AS FOLLOWS:** The Parties acknowledge that:

(i) they are fully informed of their rights concerning guideline child support; (ii) they have agreed to the child support provisions of this Agreement without coercion or duress; (iii) this Agreement is in the best interests of the child involved; (iv) the needs of the child will be adequately met by this agreed-upon child support; and they have not assigned the right to support to the county and no public assistance application is pending, except as set forth below.

☐ **ARREARS.** ☐ Father ☐ Mother owes to the other Parent child support arrears in the principal sum of \$ _____ for the period of ____ / ____ / ____ to ____ / ____ / _____. These arrears shall be paid as follows: _____.

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MEDICAL/DENTAL/VISUAL INSURANCE. As and for additional child support, ☐ Father ☐ Mother shall obtain and/or maintain for the minor child/ren medical, dental and visual insurance if available at reasonable cost. Any health expenses not paid by insurance shall be shared:
Mother 50 % Father 50 %.

SPOUSAL SUPPORT

- ☐ **WAIVER.** ☐ Husband ☐ Wife knowingly and intelligently waives spousal support forever. Jurisdiction shall be terminated over spousal support. When a court has no jurisdiction over support, no support can be ordered regardless of the hardship that this might cause.
- ☐ **TERMINATION.** The courts jurisdiction to award spousal support to the Respondent is terminated.
- ☐ **RESERVED.** The issue of spousal support is reserved for later determination upon noticed motion.
- ☐ **SPOUSAL SUPPORT PAYMENTS.** ☐ Husband ☐ Wife shall pay to the other Party for spousal support, the sum of \$_____ per month, payable one-half on the first and one-half on the fifteenth day of each month commencing _____, and continuing until the earliest of (i) the death of Payor, (ii) the death of Payee, (iii) the remarriage of Payee, (iv) further order of the Court, or (v) the termination date of: _____.

PAYMENT OF SUPPORT

An Earnings Assignment for the above support shall issue.

- ☐ The right to support has been assigned to the county or a public assistance application is pending.
- ☐ The Department of Child Support Services approves of the foregoing support order.

Date:_____

Signature of Attorney for DCSS: _____

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PROPERTY DIVISION

(Check one)

☐ There are no property issues before this Court and the Court shall terminate jurisdiction over property issues.

☐ **COMMUNITY PROPERTY AWARDED TO HUSBAND.** Husband is awarded as his share of community property the following:

All furniture, furnishings, appliances in possession except as otherwise listed,

☐ **COMMUNITY PROPERTY AWARDED TO WIFE.** Wife is awarded as her share of community property the following:

All furniture, furnishings, appliances in possession except as otherwise listed,

☐ **COMMUNITY DEBTS:** Each Party shall be responsible for paying any and all obligations secured by property awarded to that Party. Scheduled debts, liabilities, and obligations are to be paid as follows:

DEBTS TO HUSBAND. Husband shall pay and hold Wife harmless from the following obligations:

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DEBTS TO WIFE: Wife shall pay and hold Husband harmless from the following obligations:

☐ **SEPARATE PROPERTY.** The following is confirmed to _____ as his/her separate property:

☐ **OTHER ORDERS:**

This judgment may be signed by a Court Commissioner as a Judge Pro Tem.

THE UNDERSIGNED PARTIES APPROVE AS TO FORM AND CONTENT:

_____	_____
<i>Husband</i>	<i>Wife</i>
<i>Date</i>	<i>Date</i>

☐ Husband was not present & his signature is not required ☐ Wife was not present & her signature is not required

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(If this is a Marital Settlement Agreement, check one)

☐ This Marital Settlement Agreement is NOT pursuant to a Default, and NEITHER party's signature must be notarized.

☐ This Marital Settlement Agreement IS pursuant to a Default, and the DEFAULTING PARTY'S signature must be notarized.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature

THIS MARITAL SETTLEMENT AGREEMENT/ADDENDUM TO JUDGMENT IS ORDERED INCORPORATED INTO AND MADE A PART OF THIS JUDGMENT AND THE PARTIES ARE ORDERED TO COMPLY WITH ALL OF THE EXECUTORY TERMS.

Judge/Commissioner

Date